CLAY COUNTY

DEPARTMENT OF PURCHASING AND CONTRACT SERVICES

INVITATION FOR BID (IFB)

IFB NO.: 39-15
TITLE: Pump Maintenance
ISSUE DATE: June 19, 2015

BUYER: Jennifer Rogers
PHONE NO.: 816-407-3662
E-MAIL: jrogers@claycountymo.gov

BID RESPONSES MUST BE RECEIVED BY NO LATER THAN ("CLOSE/RETURN DATE and TIME"):

July 2, 2015 AT 3:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print the SEALED BID LABEL found in Attachment 2 or type **IFB Number, IFB Title** and **Return Due Date** on the lower left hand corner of the envelope or package. Delivered sealed bids **must** be in Clay County Purchasing office prior to the return date and time.

RETURN BID TO:
CLAY COUNTY ~ DEPARTMENT OF PURCHASING & CONTRACT SERVICES
ADMINISTRATION BUILDING
1 COURTHOUSE SQUARE, 3RD FLOOR,
COMMISSION FRONT DESK RECEPTION AREA
LIBERTY, MO 64068

CONTRACT PERIOD: DATE OF AWARD THROUGH ONE YEAR

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

PARK OFFICE
17201 PARADESIAN
SMITHVILLE, MO 64089

By signing this IFB cover page, the bidder shall hereby declare understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Contract Terms and Conditions. The bidder shall further agree that the language of this IFB shall govern in the event of a conflict with his/her bid. In addition, the bidder shall further agree that upon receipt of an authorized purchase order from Clay County or when a Contract Resolution is signed and issued by an authorized official of Clay County, a binding contract shall exist between the bidder and Clay County.

SIGNATURE REQUIRED

Company Name		**Authorized Representative (Print)**	**Title**
Street Address		**Authorized Signature**	
City/State/Zip	**County**	**Date**	**Company Tax ID No.**
Telephone No.	**Facsimile No.**	**E-Mail**	
___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___IRS Tax-Exempt			
Vendor Tax Filing Type With IRS (Check One)			

1. INTRODUCTION AND GENERAL INFORMATION

This section of the IFB includes a brief introduction and background information about the intended acquisition for which the requirements herein are written. The contents of this section are intended for informational purposes and do not require a response.

1.1 Purpose:

1.1.1 This document constitutes a request for competitive, sealed bids from prospective bidders for pump maintenance for Clay County Parks in accordance with the requirements and provisions stated herein.

1.1.2 IFB Document Contents: This document, referred to as a Invitation For Bid (IFB), is divided into the following parts:

Section 1: Introduction and General Information
Section 2: Scope of Work/Functional Specifications
Section 3: Performance Requirements
Section 4: Bid Submission Information
Section 5: Contract Terms and Conditions
Section 6: Evaluative Information
- Exhibit A: Pricing
- Exhibit B: Experience and Expertise
- Exhibit C: Miscellaneous Information

Attachment 1: SAMPLE Resolution Agreement (contract cover page)

Attachment 2: SEALED BID LABEL

1.2 IFB Questions:

1.2.1 Questions and issues relating to the IFB must be directed to the buyer, **Jennifer Rogers**. It is preferred that questions be e-mailed to **jrogers@claycountymo.gov. All questions and issues should be submitted no later than <u>June 25, 2015</u>.** If not received prior to the aforementioned date, the Clay County Purchasing Agent may not be able to fully research and consider the respective questions or issues.

1.2.2 Questions and issues necessitating requirement changes or clarifications will result in an addendum to the IFB. As a result, some questions and issues may not result in a direct response to the inquiring vendor. There shall be <u>no</u> posted written records of the questions/communications (i.e. formal question/answer document).

1.3 Bidder's Contacts:

1.3.1 Bidders and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the IFB, the evaluation, etc., to the buyer of record indicated on the first page of this IFB. Bidders and their agents may not contact any other Clay County employee regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Bidders and their agents who have questions regarding this matter should only contact the buyer of record.

1.4 Background Information:

1.4.1 This is a re-bid of the expiring bid 31-11.

1.4.2 Although an attempt has been made to provide accurate and up-to-date information, Clay County does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Invitation For Bid.

1.5 Definitions: ***The following definitions shall apply throughout this document*:**

1.5.1 **"Addendum"** shall mean a written, official modification to an IFB.

1.5.2 **"Amendment"** shall mean a written, official modification to an awarded contract as approved by the Clay County Commission.

1.5.3 **"Attachment"** applies to all forms which are included with an IFB to incorporate any informational data or requirements related to the performance requirements and/or specifications.

1.5.4 "**Buyer"** shall mean the procurement staff member of Clay County Purchasing Agent. The **Contact "Person"** as referenced herein is usually the Buyer.

1.5.5 **"Contract"** shall mean a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services. All contracts must be approved by the Clay County Commission.

1.5.6 **"Contractor"** shall mean a person or organization who is a successful bidder as a result of an IFB and who enters into a contract.

1.5.7 **"Entity"** shall mean the unit of Clay County government in the state of Missouri for which the equipment, supplies, and/or services are being purchased by the **Clay County Purchasing Agent (CCPA) via the Department of Purchasing and Contract Services (DP&CS)**. The entity is also often referred to as "**the County**". The entity is also responsible for payment.

1.5.8 **"Exhibit"** applies to forms which are included with an IFB for the bidder to complete and submit with the sealed bid prior to the specified opening date and time.

1.5.9 **"May"** shall mean that a certain feature, component, or action is permissible, but not required.

1.5.10 **"Must"** shall mean that a certain feature, component, or action is a mandatory condition.

a. The bidder's bid response shall not take exception to or conflict with the mandatory requirements of the IFB (denoted by the words "must" and "shall"). Failure to fulfill mandatory requirements shall make the bidder's bid response to be considered unacceptable and thus may result in the bid response no longer being given consideration in the evaluation process. Clay County shall not award a noncompliant bid.

1.5.11 **"Bidder"** shall mean the person or organization that responds to an IFB by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the IFB document.

1.5.12 **"Pricing Page(s)"** applies to the form(s) on which the bidder must state the price(s) applicable for the equipment, supplies, and/or services required in the IFB. The pricing pages must be completed and submitted by the bidder with the sealed bid prior to the specified bid opening date and time.

1.5.13 **"Bid Opening Date and Time"** and similar expressions shall mean the exact deadline required by the IFB for the receipt of sealed bids.

1.5.14 **"Invitation For Bid (IFB)"** shall mean the solicitation document issued by the DP&CS to potential bidders for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Addendums thereto.

1.5.15 **"RSMo (Revised Statutes of Missouri)"** refers to the body of laws enacted by the Legislature which govern the operations of all public governmental entities of the state of Missouri. Chapter 50 of the statutes is the primary chapter governing the operations of DP&CS.

1.5.16 **"Shall"** shall have the same meaning as the word "must".

1.5.17 **"Should"** means that a certain feature, component and/or action is desirable but not mandatory.

1.5.18 **"Vendor"** shall have the same meaning as the word "Bidder".

1.6 Estimated Quantities:

1.6.1 The quantities indicated in this Invitation For Bid are estimates that pertain to the total aggregate quantities that may be ordered throughout the stated contract period. The estimates do not indicate single order amounts unless otherwise stated. Clay County shall not make guarantees about single order quantities or total aggregate order quantities.

1.6.2 The County shall not guarantee any minimum or maximum amount of the contractor's products/services that may be required under the contract. The contractor shall provide products/services on an as needed, if needed basis. The County shall not guarantee any usage of the contract whatsoever.

2. SCOPE OF WORK / PERFORMANCE REQUIREMENTS

This section of the IFB includes requirements as well as desirable attributes and provisions relating specifically to the scope of work requirements of the Clay County Entity. The contents of this section include mandatory requirements that will be required of the successful bidder and subsequent contractor. The bidder is requested to provide responses to the requirements/desired attributes in this section pursuant to the directions identified herein. The bidder's response, whether responding to a mandatory requirement or a desired attribute, shall be binding in the event the bid is accepted by Clay County. The bidder must provide all costs necessary to meet the mandatory requirements and the fulfillment of any desirable attributes by the bidder (if any) in the appropriate sections of Exhibit A, Pricing Pages.

2.1 General Requirements:

2.1.1 The contractor must provide Pump Maintenance for the Golf Course pumping stations and for lift stations and equipment throughout the Park, which meets or exceeds the specifications contained in this document.

2.1.2 Service Instructions:

Department of Parks
Attn: Mike Driskell
17201 Paradesian
Smithville, Missouri 64089
816-407-3413

Paradise Pointe Golf Complex
Attn: John Morse
18212 Golf Course Rd.
Smithville, Missouri 64089
816-407-3444

2.2 Specific Requirements:

2.2.1 Contractor shall provide repair and service to

- Irrigation pump stations and pump systems
- Lift stations including pumps and motors
- All controls

2.2.2 Contractor shall perform removal, repair, replacement and reinstallation of components and startup of systems as needed.

2.2.3 <u>GOLF COURSE PUMPING STATIONS</u>

There are two (2) Golf Course pumping stations that are FLOWTRONEX PSI Pumping Systems with digital pump logic controls.

- <u>Pump Station #1 at Posse Golf Course includes:</u>
  Two (2) Newman motors each is 460 volt, 3-phase, 100 hp variable frequency drive with Worthington vertical turbine pumps and a 3 hp submersible Grundfos pressure maintenance pump with Franklin Electric Submersible motor

- Pump Station #2 at Outlaw Golf Course includes:
  Two (2) US Electric motors each is 460 volt, 3-phase 75 hp motors with Goulds vertical turbine pumps and one (1) US Electric 460 volt, 3-phase, 30 hp motor with a Worthington vertical turbine pump

2.2.4 LIFT STATIONS AND EQUIPMENT

There are five (5) campground/park lift stations, one (1) marine pump out with lift station and one (1) storm shelter with lift station. The equipment at these locations includes:

- Two (2) Flygt Model MP3102 Submersible grinder pumps, 267 impeller, 5.4 hp, 230 volt, 1-phase
- Four (4) Hydromatic S4N500M6-4 submersible pumps, 5 hp, 200 volt, 3-phase, 1750 rpm
- Three (3) Barnes model 4SE11364HL submersible non-clog pumps, 200/208V, 3 phase, 1750 rpm
- One (1) Barnes 4SHMC75N4 submersible non-clog pumps, 200 volt, 3-phase, 1800 rpm
- Two (2) Simplex submersible Barnes basin packages which include 1.9 hp pump, 200/240 volt, 1-phase, 60Hz, 1750 rpm, inline temp sensor, moisture sensor, control panel, floats, cables, rack assembly, 60”x 90” fiberglass basin with cover, and vent
- One (1) WasteCorp marine pump out model 1.5FA-EC with 1 hp, 1800 rpm, 3-phase, 60 Hz, 240/460 volt pump
- Lift station concrete basins, racks, floats, cables and control panels

3. BID SUBMISSION INFORMATION AND REQUIREMENTS:

This section of the IFB includes information and instructions to the bidder that are integral to vendors offering a bid. The contents of this section are informational and instructional. Many of the instructional provisions require certain actions by the vendor in offering a bid.

3.1 Open Competition/Invitation For Bid Document:

3.1.1 It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise the DP&CS if any language, specifications or requirements of an IFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the IFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from the DP&CS, unless the IFB specifically refers the bidder to another contact. Such e-mail, fax, or phone communication should be received at least ten (10) calendar days prior to the official bid opening date.

3.1.2 Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all bidders will be advised, via the issuance of an addendum to the IFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the IFB, any questions received less than ten (10) calendar days prior to the IFB opening date may not be answered.

3.1.3 Bidders are cautioned that the only official position of Clay County shall be that which is issued by the DP&CS in the IFB or an addendum thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.

3.1.4 The DP&CS shall have the right to officially amend or cancel an IFB after issuance. It shall be the sole responsibility of the bidder to monitor the Clay County Current Bidding Opportunities website at: https://www.claycountymo.gov/bids/current to obtain a copy of the addendum(s).

3.1.5 Unless otherwise specifically stated in the IFB, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.

3.1.6 Unless otherwise specifically stated in the IFB, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The bidder may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the bid. In addition, the bidder shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Bids which do not comply with the requirements and specifications are subject to rejection without clarification.

3.1.7 Bids lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the IFB.

3.1.8 All equipment and supplies offered in a bid must be new, of current production, and available for marketing by the manufacturer unless the IFB clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.

3.1.9 Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the IFB.

3.2 Preparation and Submission of Bids:

3.2.1 Bid Organization: In order to provide optimal readability of their bid by evaluators, bidders are strongly encouraged to organize their bid in **Tabbed Sections** as indicated below. Bidder's bid should be well-organized, straightforward, and easy to review.

a. Tabbed Sections should be as follows:

1) **Tab 1:** Signed IFB Cover Page and any IFB Addendum Cover Pages

2) **Tab 2:** Table of Contents

3) **Tab 3:** Transmittal Letter/Executive Summary

4) **Tab 4:** Copy of the IFB with Vendor's initials on each page pursuant to IFB paragraph 4.2.2 c.

5) **Tab 5:** Exhibit A – Pricing Pages

6) **Tab 6:** Exhibit B – Experience and Expertise

7) **Tab 7:** Exhibit C – Miscellaneous Information

3.2.2 Conciseness/Completeness of Bid: It is highly desirable that the bidder respond in a complete, but concise manner.

a. **It is recommended that bidders respond to each item or paragraph of the IFB in sequence.** Items not needing a specific vendor statement may be responded to by concurrence or acknowledgement; no response shall be interpreted as an affirmative response or agreement to the Clay County provisions and conditions. Reference to handbooks or other technical materials as part of a response **must not** constitute the entire response and vendor must identify the specific page and paragraph being referenced.

b. Bidders **must** examine the entire IFB carefully. Failure to do so shall be at bidder's risk.

c. All bid documents must be submitted in full (all pages of the IFB shall be either signed or initialed) to be considered responsive. All information must be legible. Any and all corrections and/or erasures must be initialed. Each bid must be signed in ink by an authorized representative of the proposer and required information must be provided. The contents of the bid submitted by the successful vendor of this IFB shall include all bid documents and shall become a part of any agreement award as a result of this solicitation. **The bidder shall initial all pages where the document denotes "Vendor's Initials:___ ".** Any bids not complying to this condition may be considered non-responsive and rejected.

3.2.3 Bid Copies: **The bidder's bid should include an original document, plus two (2) copies for a total of three (3) hard copy documents.** In addition, the bidder should include one (1) complete electronic copy of their bid in Microsoft compatible format or in .pdf on CD(s) or flash drive(s).

a. The bidder should ensure all copies and all media are identical to the bidder's hardcopy original bid. In case of a discrepancy, the hardcopy shall govern.

b. The front cover of the original hard copy bid should be labeled "**original**" and the front cover of all copies should be labeled "**copy**."

c. Both the original and the copies should be printed on recycled paper and double sided. All bids and copies should minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves and binding.

3.2.4 Confidentiality of Bid Information and Delivery Submission: Each bid must be submitted in or under cover of a sealed envelope or package to provide confidentiality of the information enclosed. The outside of the envelope/package should be clearly marked with IFB number and the name of the project (IFB Title) as well as the bid return due date listed. All bids submitted in response to this IFB shall become the property of the County and a matter of public record.

a. All bids and supporting documents will remain confidential until the bid opening. At the bid opening, the bidder's name, company location, and pricing shall be disclosed.

b. Open Records: **The bidder shall not submit the entire bid as proprietary or confidential.** The bidder may submit a part of the bid as confidential, but only if the proprietary or confidential nature of the material is provided for in RSMo 610.021. Proprietary or confidential portions of the bidder's bid allowed by the statute ***must*** be separated, sealed, and clearly marked as confidential within the bidder's bid. Also, the bidder should provide adequate explanation of what qualifies the material to be held as confidential pursuant to the provisions of RSMo 610.021 which may be viewed at the following web site link: http://www.moga.mo.gov/statutes/C600-699/6100000021.HTM. In the event the vendor claims portions of their bid response as "confidential", the contractor shall be requested to state prior to contract award that they will defend any action by the public disclaiming such confidentiality.

c. The bidder must allow sufficient time for processing through the County's internal mailroom system. Electronic or faxed bids shall not be considered unless authorized by the Invitation For Bid.

3.2.5 Mailing Instructions: a "SEALED BID LABEL" is provided in Attachment 2, which should be affixed to the bidder's bid response. This label should be affixed to the outside of the envelope or package, even if it is a "No Bid" response. Failure to attach the label may result in the bidder's bid response being opened in error or not being routed the proper location for consideration. No bid shall be accepted after the bid closing date and time specified on the cover page of the IFB. Late bid responses shall be marked "LATE" and not opened nor given evaluation consideration for potential contract award. IT SHALL BE THE BIDDER'S RESPONSIBILITY TO ENSURE THAT EACH BID RESPONSE HAS BEEN RECEIVED IN A TIMELY MANNER.

3.2.6 Compliance with Requirements, Terms and Conditions: **Bidders are cautioned that Clay County shall not award a non-compliant bid.** Consequently, any bidder indicating non-compliance or providing a response in conflict with mandatory requirements, terms, conditions or provisions of the IFB shall be eliminated from further consideration for award unless the County determines there is a need to waive a minor technicality.

a. The bidder is cautioned when submitting pre-printed terms and conditions or other type material to make sure such documents do not contain terms and conditions which conflict with those of the IFB and its contractual requirements.

b. In order to ensure compliance with the IFB, the bidder should indicate agreement that, in the event of conflict between any of the bidder's response and the IFB requirements, terms and conditions, the IFB shall govern. Taking exception to the County's terms and conditions may render a bidder's bid response as non-responsive and remove it from consideration for award.

c. Bidders shall deliver a hard copy bid to DP&CS and must sign and return the IFB cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the

bidder of all IFB terms and conditions. Failure to do so may result in rejection of the bid unless the bidder's full compliance with those documents is indicated elsewhere within the bidder's response.

3.2.7 Bid Response Modifications: A bid which has been delivered to the DP&CS office, may be modified by signed, written notice which has been received by the DP&CS prior to the official opening date and time specified. A bid may also be modified in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a bid shall not be honored.

3.2.8 Bid Response Withdrawals: A bid which has been delivered to the DP&CS office, may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail, or facsimile which has been received by the DP&CS prior to the official opening date and time specified. A bid may also be withdrawn in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw a bid shall not be honored.

a. A bid may also be withdrawn after the bid opening through submission of a written request by an authorized representative of the bidder. Justification of withdrawal decision may include a significant error or exposure of bid information that may cause irreparable harm to the bidder.

3.2.9 Prohibition of Electronic Submissions of Bid Responses: Faxed or e-mailed bid responses **shall not** be accepted, unless otherwise specified in the IFB. However, faxed and e-mail "no bid" notifications shall be accepted.

3.3 Bid Opening:

3.3.1 Bid openings are public on the opening date and at the opening time specified on the IFB document. At the bid open date and time, all bids received will be formally opened. The names, location (City, State) of the bidders, and the bid response pricing shall be read at the bid opening. The contents of the bid responses shall be disclosed at this time. No decisions relating to the award of a contract will be made at the opening.

3.3.2 Bids which are not received in the DP&CS office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. **All bids must be time stamped in at the Commission Front Desk Reception area located at: 1 Courthouse Square, 3rd Floor, Liberty, MO 64068.** Late bids may only be opened under extraordinary circumstances as indicated below:

a. Under extraordinary circumstances, the Purchasing Agent or designee, may authorize the opening of a late bid. In such cases, the bid must have been turned over to the physical control of an independent postal or courier service with promised delivery time prior to the time set for the opening of bids. All such decisions are at the sole discretion of the Purchasing Agent or designee.

b. The following guidelines may be utilized to determine the criteria for an extraordinary circumstance:

1) County offices were closed due to inclement weather conditions;
2) Postal or courier services were delayed due to labor strikes or unforeseen "Acts of God"; or
3) Postal or courier service did not meet delivery time promised to the bidder. In such a case, the bidder must provide written proof that promised delivery time was prior to the time set for the opening of bids.

3.4 Bid Expiration:

3.4.1 All bid responses shall be considered as firm and valid for a period of ninety (90) calendar days, commencing the date and time of the IFB closing return date and expiring at 5:00 p.m. of the last day. If County extends a closing date through an addendum; the ninety (90) calendar days shall start from the extended closing date.

3.4.2 Unless withdrawn, as provided in this IFB, a bid response shall be binding on the vendor, and may be received by the County at any time up to and including the proposed IFB closing return date.

3.5 Preferences:

3.5.1 In the evaluation of bids, preferences shall be applied in accordance with applicable County Ordinances, applicable Missouri statutes and applicable Executive Orders. Contractors should apply the same preferences in selecting subcontractors.

3.5.2 By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the state of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.

3.6 Determination for Award:

3.6.1 The award shall be made to the lowest and best priced responsive bidder. Awards shall be made to the bidder whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest and best priced bid, responsibility of the bidder, and all other evaluation criteria and/or preferences specified in the IFB.

3.6.2 The County reserves the right to reject any bid which is determined unacceptable for reasons which may include but are not necessarily limited to: 1) failure of the bidder to meet mandatory general performance specifications; and/or 2) failure of the bidder to meet mandatory technical specifications; and/or, 3) receipt of any information, from any source, regarding delivery of unsatisfactory product or service by the bidder within the past three years. As deemed in its best interests, the County reserves the right to clarify any and all portions of any bidder's offer.

3.6.3 Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the bidder and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.

3.6.4 Any pricing information submitted by a bidder shall be subject to evaluation if deemed by the DP&CS to be in the best interest of Clay County.

3.6.5 Pricing shall be evaluated at the maximum potential financial liability to Clay County.

3.6.6 In the event all bidders fail to meet the same mandatory requirement in an IFB, DP&CS shall have the right, at its sole discretion, to waive that requirement for all bidders and to proceed with the evaluation. In addition, the DP&CS shall have the right to waive any minor irregularity or technicality found in any individual bid.

3.6.7 The DP&CS shall have the right to reject any and all bids.

3.6.8 When evaluating a bid, the County shall have the right to consider relevant information and fact, whether gained from a bid, from a bidder, from bidder's references, or from any other source. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.

3.6.9 Bidders who include an e-mail address with their bid will be notified of the award results via e-mail.

3.6.10 The DP&CS shall have the right to request clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.

3.6.11 The final determination of contract(s) recommendations for award shall be made by DP&CS with signature approval from the County Commission for any awarded contract(s).

3.6.12 Bid Presentation and/or Solution Demonstration: After an initial screening process, a bid presentation and/or a solution demonstration may be conducted with the bidder, if requested by the DP&CS. Attendance cost shall be at the bidder's own expense. All arrangements and scheduling shall be coordinated by the DP&CS.

3.6.13 Approval of Award Determination: Any award of a contract must be approved by the County Commissioners and shall be made by notification from the DP&CS to the successful bidder. Clay County shall have the right to make awards by item, group of items, or an all or none basis. Clay County may make awards to multiple vendors. The grouping of items and/or multiple vendor awards shall be determined by Clay County based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of Clay County.

3.7 Evaluation of Cost:

3.7.1 The evaluation shall cover the original contract period. The cost evaluation shall include all mandatory requirements. However, the County reserves the right to evaluate items proposed as optional items, if deemed necessary to meet mandatory requirements.

3.8 Affidavit of Work Authorization and Documentation:

3.8.1 The contractor who meets the section 285.525, RSMo (http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM), definition of a business entity must understand and agree that it is a mandatory requirement for the contractor to be enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with Clay County for the duration of the contract(s), if awarded in accordance with subsection 2 of Section 285.530, RSMo. The contractor also affirms that the contractor does not and will not knowingly employ a person who is an undocumented or unauthorized immigrant worker in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded. By signing the bid solicitation cover page, the contractor shall be affirming thereof, the facts stated above are true and correct. ***The contractor understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo. At any time during the contract, the County shall have the right to request proof of enrollment in the E-Verify federal work authorization program and the contractor shall comply with such requests***.

NOTE: E-Verify Documentation proof shall include EITHER the E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed, at minimum, by the contractor and the Department of Homeland Security – Verification Division.

3.9 Occupational Safety and Health Administration (OSHA) Requirements

3.9.1 Effective August 28, 2009; per RSMo, section 292.675:

a. For any construction of public works, contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees that includes a course in construction safety and health approved by OSHA. **All employees are required to complete the program within sixty (60) days of beginning work on such construction projects**.

b. Any employee found on a worksite subject to this section without documentation of the successful completion of the course required shall be afforded twenty (20) days to produce such documentation before subject to removal from the project.

c. The contractor shall forfeit as a penalty to the public body on whose behalf the contract is made or awarded, two thousand five hundred dollars ($2,500.00) plus one hundred dollars ($100.00) for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training.

d. If the above requirements are not adhered to, all sums and amounts due and owing as a result of any violation of the fore-mentioned shall be withheld from payment.

e. Any and all other applicable aspects of the Revised Statutes of Missouri shall be strictly adhered to.

3.10 Miscellaneous Requested Information:

3.10.1 Other Miscellaneous Requested Information: The bidder should respond to the information requested in Exhibit D, Miscellaneous Requested Information.

4. CONTRACT TERMS AND CONDITIONS

This section of the IFB includes contractual requirements and provisions that will govern the contract after IFB award. The contents of this section include mandatory provisions that must be adhered to by Clay County and the contractor unless changed by a contract amendment. Response to this section by the bidder is not necessary as all provisions are mandatory.

4.1 Contract:

4.1.1 A binding contract shall consist of: (1) the IFB, addendums thereto, (2) the contractor's bid response, (3) clarification of the bid, if any, and (4) Clay County's acceptance of the bid by Contract Resolution notice of award. All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.

a. Order of Precedence: Any inconsistency in the binding contract shall be resolved by giving precedence in the following order:
   1) The Clay County IFB including addendums thereto;
   2) Written clarification communications between DP&CS and Bidder (emails, letters, memos, etc. of the bid), if any that are specifically accepted as included in the Contract Resolution notice of award;
   3) The bidder's bid response;
   4) Clay County's acceptance of the bid by Contract Resolution notice of award; and
   5) Any boilerplate vendor professional service, licensing, or consulting agreements included as part of the bidder's bid responses; however, such vendor boilerplate agreements must not conflict with the terms and conditions of the Clay County IFB document.

b. A notice of award issued by Clay County does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for Clay County, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the Clay County entity.

c. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.

d. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and Clay County prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

4.2 Non-Exclusive Agreement:

4.2.1 The parties agree that no terms of the contract agreement or attached exhibits shall be deemed to create an exclusive agreement. Clay County shall retain the discretionary right to elect to bid or negotiate with other vendors for any project or services.

4.3 Contract Period:

4.3.1 The original contract period shall be as stated on page 1 of the Invitation For Bid (IFB). The contract shall not bind, nor purport to bind, the County for any contractual commitment in excess of the original contract period.

4.4 Renewal Options:

4.4.1 Clay County shall have the right, at its sole option, to renew the contract for four (4) additional one-year periods, or any portion thereof. In the event Clay County exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period. Any increase in cost at the beginning of each renewal period shall be limited to a 3% increase or the current Federal Consumer Price Index (CPI) "CPI-U, All Items" rate, whichever is lower, of the firm, fixed pricing stated within the IFB.

4.5 Contract Extension:

4.5.1 In the event of an extended re-procurement effort and the contract's available renewal options have been exhausted, Clay County shall have the right to extend the contract. If exercised, the extension shall be for a reasonable period of time not to exceed 120 days as mutually agreed to by the County and the contractor at the same terms, conditions, provisions, and pricing in order to complete the procurement process and to transition to the new contract.

4.6 Price:

4.6.1 All prices shall be firm, fixed and as indicated in Exhibit A Pricing Pages. Clay County shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Unless stated in Exhibit A, Pricing Pages, the County shall assume absolutely no other costs exist to satisfy the IFB's requirements. Therefore, the awarded contractor shall be responsible for any additional costs.

4.7 Tax Exempt:

4.7.1 The County and its Departments are exempt from payment of Missouri Sales and Use Tax in accordance with Section 144,040 and 144,615 RSMO 1969 and is exempt from payment of Federal Excise Taxes in accordance with Title 26 United States Code, Annotated from State and local sales taxes. Sites of all transactions derived from this bid shall be deemed to have been accomplished within the state of Missouri.

4.8 Fund Allocation:

4.8.1 Continuance of any resulting Resolution, Agreement or issuance of Purchase Order shall be contingent upon the available funding and allocation of County funds. The Vendor understands that the obligation of the County to pay for goods and/or services under the agreement shall be limited to payment from available revenues and shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County nor shall anything contained in the agreement constitute a pledge of the general tax revenues, funds or moneys of the County, and all provisions of the contract shall be construed so as to give effect to such intent.

4.9 Liabilities:

4.9.1 The contractor shall be responsible for any and all personal injury (including death) or property damage and for the loss of, or damage to, the county's records or data as a result of the contractor's negligence or willful misconduct involving any equipment, product, or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save Clay County, including its entities, employees, and assignees, from every expense, liability, or payment arising out of such negligent or willful act. The contractor also agrees to hold Clay County, including its entities, employees, and assignees, harmless for any negligent or willful act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.

4.9.2 The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by Clay County, including its entities, employees, and assignees.

4.9.3 Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the County for losses or damages (other than those listed above); or (2) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

4.10 Disclaimer of Liability:

4.10.1 The County, or any County Offices/ Departments, shall not hold harmless or indemnify any vendor/contractor for any liability whatsoever.

4.11 Indemnity and Hold Harmless:

4.11.1 The contractor agrees to indemnify, release, defend, and forever hold harmless the County, its officers, agents, employees, and elected officials, each in their official and individual capacities, from and against all claims, demands, damages, loss or liabilities, including costs, expenses, and attorney's fees incurred in the defense of such claims, demands, damages, losses or liabilities, or incurred in the establishment of the right to indemnity hereunder, caused in whole or in part by the contractor, their sub-contractors, employees or agents, and arising out of services performed by the contractor, their subcontractors, employees or agents under this agreement.

4.12 Law Governing:

4.12.1 The laws of the State of Missouri shall govern this agreement. Any action in regard to the consent or arising out of the terms and conditions shall be instituted and litigated in the courts of the State of Missouri, County of Clay and in no other. In accordance, the parties submit to the jurisdiction of the courts of the State of Missouri and to venue in Clay County.

4.12.2 The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.

4.12.3 To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and Clay County.

4.12.4 The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.

4.12.5 The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.

4.12.6 The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

4.13 Compliance with Applicable Law:

4.13.1 The contractor shall comply with all federal, state or local laws, resolutions, ordinances, rules, regulations and administrative orders, including but not limited to Wage, Labor, Unauthorized Aliens, Immigration Reform and Control Act (IRCA), EEO and OSHA-type requirements which are applicable to the contractor's performance under this agreement. The contractor shall indemnify and hold the County harmless on account of any violations thereof relating to the contractor's performance under this agreement, including imposition of fines and penalties which result from the violation of such laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

4.14 Remedies and Rights:

4.14.1 No provision in the contract shall be construed, expressly or implied, as a waiver by Clay County of any existing or future right and/or remedy available by law in the event of any claim by Clay County of the contractor's default or breach of contract.

4.15 Force Majeure:

4.15.1 The contractor shall not be liable for any excess costs for delayed delivery of goods or services to the Clay County, if the failure to perform the contract arises out of causes beyond the control of, and without the fault or negligence of the contractor. Such causes may include, however are not restricted to: acts of God, fires, floods, epidemics, quarantine restrictions, strikes, and freight embargoes. In all cases, the failure to perform must be beyond the control of, and without the fault or negligence of, either the contractor or any subcontractor(s). The contractor shall take all possible steps to recover from any such occurrences. Failure of the contractor to employ adequate personnel to complete the contract requirements shall not constitute a Force Majeure event. The contractor must give written notice of any Force Majeure event to the Clay County entity within twenty-four (24) hours after its occurrence in order to receive the liability protections of this paragraph.

4.16 Termination:

4.16.1 Clay County shall have the right to terminate the contract at any time, for the convenience of Clay County, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the County pursuant to the contract prior to the effective date of termination.

4.16.2 If county, state and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract or agreement, or in the event of a change in relevant laws to this contract or agreement, the obligations of each party may, at the sole discretion of Clay County, be terminated in whole or in part, effective immediately or as determined by Clay County, upon written notice to the contractor from the DP&CS.

4.16.3 In the event of termination of the contract or cancellation for material breach, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall, at the option of the Clay County entity, become the property of the Clay County entity, as authorized by law.

4.17 Subcontractors:

4.17.1 Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and Clay County and to ensure that Clay County is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between Clay County and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein. The contractor must obtain the approval of Clay County prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.

4.17.2 Pursuant to subsection 1 of section 285.530, RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the contractor and subcontractor affirmatively states that:

a. the direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and
b. shall not henceforth be in such violation and
c. the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

4.17.3 Subcontractors Prevailing Wage: If subcontractors are used, the contractor shall require that the subcontractor comply with all Prevailing Wage Act requirements.

4.18 Contractor's Personnel:

4.18.1 The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.

4.18.2 If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if Clay County has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the County shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the County. The County may also withhold up to twenty-five percent of the total amount due to the contractor.

4.18.3 The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.

4.18.4 If the contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining.

4.19 Assignment:

4.19.1 The contractor shall not transfer, convey, sublet, assign any interest, rights, title, powers to execute in the contract, whether by assignment or otherwise, to any other person, company or corporation without the prior written consent of the Clay County.

4.20 Inventions, Patents, and Copyrights:

4.20.1 The contractor shall report to Clay County promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of the contract of which the contractor has knowledge.

4.20.2 Clay County agrees that the contractor has the right to defend or at its option to settle, and the contractor agrees to defend at its own expense or at its option to settle, any claim, suit or proceeding brought against the County on the issue of infringement of any United States patent or copyright by any product, or any part thereof, supplied by the contractor to the state under this agreement. The contractor agrees to pay, subject to the limitations hereinafter set forth in this paragraph, any final judgment entered against the state on such issue in any suit or proceeding defended by the contractor. The County agrees that the contractor at its sole option shall be relieved of the foregoing obligations unless the County notifies the contractor promptly in writing of any such claim, suit, or proceeding, and at the contractor's expense, gives the contractor proper and full information needed to settle and/or to defend any such claim, suit, or proceeding. If the product, or any part thereof, furnished by the contractor to the state becomes, or in the opinion of the contractor may become, the subject of any claim, suit, or proceeding for infringement of any United States patent or copyright, or in the event of any adjudication that such product or part infringes any United States patent or copyright, or if the use, lease, or sale of such product or part is enjoined, the contractor may, at its option and its expense: (1) procure for Clay County the right under such patent or copyright to use, lease, or sell as appropriate such product or part, or (2) replace such product or part with other product or part suitable to the County, or (3) suitably modify such product or part, or (4) discontinue the use of such product or part and refund the aggregated payments and transportation costs paid therefore by the County, less a reasonable sum for use and damage.

4.20.3 The contractor shall have no liability for any infringement based upon: (1) the combination of such product or part with any other product or part not furnished to the County by the contractor, or (2) the modification of such product or part unless such modification was made by the contractor, or (3) the use of such product or part in manner for which it was not designed.

4.20.4 The contractor shall not be liable for any cost, expense, or compromise, incurred or made by Clay County in conjunction with any issue of infringement without the contractor's prior written authorization. The foregoing defines the entire warranty by the contractor and the exclusive remedy of Clay County with respect to any alleged patent infringement by such product or part.

4.20.5 If any copyrighted material is developed as a result of the contract, the Clay County entity shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for the Clay County entity purposes or the purpose of Clay County.

4.21 Insurance:

4.21.1 The contractor shall understand and agree that Clay County cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect Clay County, its entities, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. The insurance shall include an endorsement that adds Clay County as an additional insured.

4.21.2 The contractor shall provide the insurance certificate when County notifies them of Recommendation for Award:

a. The contractor shall purchase and maintain, at their expense, insurance of such types, and in such amounts as are specified in this IFB, to protect the County and the contractor from claims which may arise out of or result from the contractor's operations under the agreement documents, whether such operations be by the contractor or by any subcontractor:

1) Worker's Compensation Laws
2) Disability Benefit Laws
3) Occupational Sickness or Disease Laws
4) Other similar employee benefit laws

b. The contractor must also carry liability insurance naming Clay County as "Additional Named Insured" with a $2,000,000 umbrella.

c. Failure of the contractor to maintain proper insurance coverage shall not relieve the contractor of any contractual responsibility or obligations. If part of the work is to be subcontracted, the contractor shall either cover any and all subcontractors in contractor's insurance policy or require each subcontractor not so covered, to obtain insurance of same type and with the same limits as the contractor is required to carry. Any payment of an insured loss under policies of property insurance, including but not limited to, the insurance required shall be made payable to the County.

4.21.3 The contractor shall provide the following insurance coverage and limits of coverage:

a. Worker's Compensation: Statutory
b. Employer's Liability: $500,000/each employee
c. General Liability: $1,000,000/each occurrence
d. Property Damage: $500,000/each occurrence

4.21.4 It shall be the responsibility of the contractor to provide a copy of this bid to their insurance carrier.

4.21.5 It may also be required that the contractor's insurer and coverage be approved by County prior to execution of the contract.

4.21.6 No work shall be started until Clay County is in receipt of the contractor's Certificate of Insurance.

4.21.7 Insurance certificates shall reference project name and IFB Number and be sent to Clay County Administration Building, Attn: Jennifer Rogers, Procurement Officer, 1st floor, Department of Purchasing & Contract Services at 1 Courthouse Square, Liberty, MO 64068.

4.21.8 The insurance carrier of the insured shall be required to notify Clay County of termination of any or all of these coverages, prior to the completion of any contract, at least 30 days prior to expiration.

4.22 Conflicts:

4.22.1 No salaried officer or employee of the County and no member of the County Commission shall have a financial interest, direct or indirect, in this contract agreement. A violation of this provision renders the agreement void. Federal conflict of interest regulations and applicable provisions of Sections 105.450 – 105.496 shall not be violated. The contractor covenants that they presently have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this agreement. The contractor further covenants that in the performance of this agreement no person having such interest shall be employed.

4.22.2 The contractor hereby covenants that at the time of the submission of the bid the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

4.23 Contractor Status:

4.23.1 The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of Clay County. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold Clay County, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

4.24 Cooperative Procurement Program:

4.24.1 If the contractor has indicated agreement on the Exhibit C with participation in the Cooperative Procurement Program, the contractor shall provide **pump maintenance** as described herein under the terms and conditions, requirements and specifications of the contract, including prices, to other government entities. The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and Clay County bears no financial responsibility for any payments due the contractor by such governmental entities.

4.25 Coordination:

4.25.1 The contractor shall fully coordinate all contract activities with those activities of the Clay County entity. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the Clay County entity or the Clay County Purchasing Agent throughout the effective period of the contract.

4.26 Document Retention:

4.26.1 The contractor shall retain all books, records, and other documents relevant to the contract for a period of five (5) years after final payment or the completion of an audit, whichever is later, or as otherwise designated by the funding entity and stated in the contract. The contractor shall allow authorized representatives of the Clay County entity, state, and federal government to inspect these records upon request. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5)year period, whichever is later. Failure to retain adequate documentation for any product or service billed may result in recovery of payments for product/services not adequately documented.

Vendor's Initials:_____

4.27 Transition:

4.27.1 Upon award of the contract, the contractor shall work with the Clay County entity and any other organizations designated by the Clay County entity to insure an orderly transition of services and responsibilities under the contract and to insure the continuity of those services required by the County.

4.27.2 Upon expiration, termination, or cancellation of the contract, the contractor shall assist the County to insure an orderly transfer of responsibility and/or the continuity of those services required under the terms of the contract to an organization designated by the County, if requested in writing. The contractor shall provide and/or perform any or all of the following responsibilities:

a. The contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to the County and/or to the entity's designee within seven (7) calendar days after receipt of the written request in a format and condition that are acceptable to the County.

b. The contractor shall agree to continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed one hundred twenty (120) calendar days after the expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract.

c. The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the County, in order to insure the completion of such service prior to the expiration of the contract.

4.28 Substitution of Personnel:

4.28.1 The contractor agrees and understands that Clay County's agreement to the contract is predicated in part on the utilization of the specific key individual(s) and/or personnel qualifications identified in the bid. Therefore, the contractor agrees that no substitution of such specific key individual(s) and/or personnel qualifications shall be made without the prior written approval of the Clay County entity. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the Clay County entity's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. Clay County agrees that an approval of a substitution will not be unreasonably withheld.

4.29 Replacement of Damaged Product:

4.29.1 The contractor shall be responsible for replacing any item received in damaged condition at no cost to the County. This includes all shipping costs for returning non-functional items to the contractor for replacement.

4.30 Substitutions of Products/Services:

4.30.1 The contractor shall not substitute any item(s) that has been awarded to the contractor without the prior written approval of the Clay County Department of Purchasing and Contract Services (DP&CS).

4.30.2 The County shall have the right to allow the contractor to substitute any new product or service offered by the contractor on all undelivered and future orders if the quality is equal to or greater than the product/service under contract and if the prices are equal to or less than the contract prices. The DP&CS shall be the final authority as to acceptability.

4.30.3 In event of manufacturer discontinuation, the contractor shall substitute item(s) with equal or better capabilities for equal or less cost than the discontinued item(s). The contractor shall not substitute any item(s) without the prior written approval of the DP&CS. The DP&CS shall be the final authority as to acceptability of requested substitutions and reserves the right to accept or reject any substitution requests.

4.31 Single Point of Contact:

4.31.1 The contractor must function as the single point of contact for the County, regardless of any subcontract arrangements for all products and services. This shall include assuming responsibility and liabilities for all problems relating to all equipment, products, software and services provided.

4.32 Invoicing and Payment:

4.32.1 Invoices shall be submitted to: Park Office Attn: Lori Miller, 17201 Paradesian Smithville, MO 64089

4.32.2 Invoices shall contain the following information:

a. Contract agreement number,
b. description of products/services, and
c. prices.
    1) Invoices for newly installed equipment shall list materials and labor unit costs, clearly stated by location.

4.32.3 Notwithstanding any other payment provision of the contract, if the contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States, Clay County may withhold payment or reject invoices under the contract.

4.32.4 Final, accurate invoices are due by no later than thirty (30) calendar days of the expiration of the contract, unless otherwise stated in the contract. Clay County shall have no obligation to pay any invoice submitted after the due date.

4.32.5 If a request by the contractor for payment or reimbursement is denied, Clay County shall provide the contractor with the written notice of the reason(s) for denial.

4.32.6 If the contractor is overpaid by Clay County, upon official notification by the entity, the contractor shall provide the entity with a check payable as instructed by the entity in the amount of such overpayment. The contractor shall submit the overpayment to the County at the address specified by the County.

4.32.7 Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the IFB.

4.32.8 The County assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the County's rejection and shall be returned at the contractor's expense.

4.32.9 All invoices for equipment, supplies, and/or services purchased by Clay County shall be subject to late payment charges pursuant to the following:

a. After the forty-fifth (45th) day following the later of the date of delivery of the supplies and services or the date upon which the invoice is duly approved and processed, interest retroactive to the thirtieth (30th) day shall be paid on any unpaid balance. The rate of such interest shall be three percentage points above the average predominant prime rate quoted by commercial banks to large businesses, as determined by the Board of Governors of the Federal Reserve System.

4.32.10 Clay County shall have the right to purchase goods and services using a Purchasing Card.

4.33 Contract Monitoring:

4.33.1 The County shall have the right to monitor the contract throughout the effective period of the contract to ensure financial and contractual compliance. If the County determines the contractor to be at high-risk for non-compliance, the County shall have the right to impose special conditions or restrictions. Written notification will be provided to the contractor of the determination of high-risk and of any special conditions or restrictions to be imposed. The special conditions or restrictions may include, but not limited to, those conditions specified below.

a. Withholding authority to proceed to the next phase of the project until the Clay County entity receives evidence of acceptable performance within a given contract period;
b. Requiring additional, more detailed financial reports or other documentation;
c. Additional contract monitoring;
d. Requiring the contractor to obtain technical or management assistance; and/or
e. Establishing additional prior approvals from the County.

4.34 Property of Clay County:

4.34.1 All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of Clay County. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the County.

4.35 Inspection and Acceptance:

4.35.1 No equipment, supplies, and/or services received by Clay County pursuant to a contract shall be deemed accepted until the County has had reasonable opportunity to inspect said equipment, supplies, and/or services.

4.35.2 The contractor shall understand and agree that all equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, the contractor shall understand and agree that all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.

4.35.3 Clay County shall have the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.

4.35.4 Clay County’s right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the County may have.

4.36 Warranties:

4.36.1 The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to the DP&CS, (2) be fit and sufficient for the purpose expressed in the IFB, (3) be of good materials and workmanship, and (4) be substantially free from defect.

4.36.2 The contractor must provide at a minimum a one year warranty on all products provided**,** which shall commence upon date of product(s) installation through twelve consecutive months.

4.36.3 The contractor shall warrant that the product(s) shall conform to the mandatory technical, functional and performance requirements described in this IFB, including Exhibits thereto. The contractor shall also warrant that the product(s) shall perform and operate in accordance with the contractor's published specification documentation, including user manuals, manufacturer's specification sheets, etc. regarding the products.

4.36.4 Such warranty shall survive delivery and shall not be deemed waived either by reason of the County's acceptance of or payment for said equipment, supplies, and/or services.

4.37 Safety:

4.37.1 The contractor shall understand and agree that all practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.

4.38 Applicable Codes and Ordinances:

4.38.1 The contractor shall hereby certify that all materials used conform to all articles and sections of all current applicable National Building Codes and other relevant construction-related codes. Workmanship and materials shall conform to all local applicable codes and ordinances.

4.39 Breach of Contract and Contract Cancellation:

4.39.1 In the event of material breach of the contractual obligations by the contractor, Clay County may cancel the contract. At its sole discretion, the County may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 business days from notification, or at a minimum the contractor must provide the County within 10 business days from notification a written plan detailing how the contractor intends to cure the breach.

4.39.2 If the contractor fails to cure the breach or if circumstances demand immediate action, the County will issue a notice of cancellation terminating the contract immediately. If it is determined the County improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.

4.39.3 If the County cancels the contract for breach, the County shall have the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the County deems appropriate and charge the contractor for any additional costs incurred thereby.

4.39.4 Notice of Default: In the event the contractor fails to cure the breach to the satisfaction of County within 10 days, or within the written cure plan as agreed to by the County, the County may elect to do all or any of the following:

a. The County may elect to remedy the default by curing the default with department staff or contracting with another vendor to do the work in question. In this event, the contractor shall be invoiced the costs incurred by the County plus an additional fifty percent (50%).

b. The County may immediately prohibit the contractor from having access to the property or conducting business on the property.

c. The County Commission, after consideration of the default, may terminate the agreement. In this event, the contractor shall be required to immediately vacate the premises, shall not be entitled to any additional opportunities to remedy the default and shall not be entitled to any additional compensation.

4.39.5 Non-Appropriation of Funds: The contractor understands and agrees that funds required to fund the contract must be appropriated by the County Commission for each fiscal year included within the contract period. The contract shall not be binding upon the County for any period in which funds have not been appropriated, and the County shall not be liable for any costs associated with termination caused by lack of appropriations.

4.40 Communications and Notices:

4.40.1 Any notice to the bidder/contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail with confirmed receipt or hand-carried and presented to an authorized employee of the bidder/contractor.

4.41 Bankruptcy or Insolvency:

4.41.1 Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the DP&CS immediately.

4.41.2 Upon learning of any such actions, the County shall have the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

4.42 Non-Discrimination and Affirmative Action:

4.42.1 In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
b. The identification of a person designated to handle affirmative action;
c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
d. The exclusion of discrimination from all collective bargaining agreements; and
e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

4.42.2 If discrimination by a contractor is found to exist, the County shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the County until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

4.43 Americans with Disabilities Act:

4.43.1 In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

4.44 Drug Free Workplace:

4.44.1 The contractor (whether an individual or company) shall agree to provide a drug free workplace.

4.45 Titles:

4.45.1 Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

EXHIBIT A
PRICING PAGES

PRICING TABLE 1: REQUIRED PRICING

The bidder shall complete the following pricing table(s) (or in a form similar to the pricing tables) and provide firm, fixed pricing necessary to meet the mandatory requirements of the IFB.

DESCRIPTION	UNIT PRICE	TOTAL PRICE
Pump Station #1		
Hourly Regular Service Rate	$	$
Hourly Overtime/Emergency Service Rate	$	$
Trip Charge	$	$
Discount % off MSRP on Parts	%	%
Pump Station #2		
Hourly Regular Service Rate	$	$
Hourly Overtime/Emergency Service Rate	$	$
Trip Charge	$	$
Discount % off MSRP on Parts	%	%
Lift Stations		
Hourly Regular Service Rate	$	$
Hourly Overtime/Emergency Service Rate	$	$
Trip Charge	$	$
Discount % off MSRP on Parts	%	%
Grand Total		$

PRICING TABLE 2: OTHER REQUIRED PRICING

The bidder must state below all other applicable costs necessary to satisfy the mandatory requirements of the IFB. Unless stated in Exhibit A, the County shall assume that absolutely no other fees or charges, including upgrade fees, will be assessed to the County whatsoever in connection with the *pump maintenance* herein and to satisfy the IFB requirements.

The bidder may provide firm, fixed pricing for optional features, expansion options and/or enhancements for the proposed maintenance solution. Also list any pricing discounts.

DESCRIPTION/COMMENTS	UNIT OF MEASURE	UNIT PRICE
During the course of the contract year, the using departments may need to order items not specifically listed above. Please state below, any discounts for such purposes, from your listed prices.	NA	%
Additional Fees (list below)		
	$	$
	$	$
	$	$
	$	$

PRICING TABLE 4: FEE SCHEDULE

If additional services are requested by the County, the contractor shall prepare and submit to the County an estimate of the total cost associated with such additional services. The bidder must indicate in the pricing table below the firm, fixed hourly rates for the personnel job classifications that may be necessary to fulfill the requirements of the IFB.

TASK/PERSONNEL BREAKDOWN

SCHEDULE OF HOURLY BILLING RATES FOR SERVICES

PERSONNEL CLASSIFICATION	TYPICAL WORK TASKS	HOURLY RATE

EXHIBIT B
Experience and Expertise

The evaluation of the bidder's experience and expertise shall be subjective based on the requirements stated herein. Therefore, the bidder should present detailed information regarding current and/or prior experiences in providing the services and expertise of the organization as well of its personnel. The County shall have the right to use the information provided herein, including information gained from any other source, in the evaluation process.

B.1 EXPERIENCE:

A MINIMUM of one (1) years' experience is required of the successful bidder, in similar services, as described in the scope. Experience and references provided by bidders shall be verified and will be a significant factor in the evaluation. Bidders should provide the information below.

How many years has your company been in the pump maintenance business?

_____

List a minimum of three (3) references showing contracts held by your company providing the same or similar services for other public entities, local governments or private companies.

Reference # 1 of 3	
Company/Organization Name:	
Address:	
Name of Contact and Title:	
Email Address:	
Telephone Number:	
Contract or Service Period (dates of services):	

Reference # 2 of 3	
Company/Organization Name:	
Customer Name:	
Address:	
Name of Contact and Title:	
Email Address:	
Telephone Number:	
Contract or Service Period (dates of services):	

Reference # 3 of 3	
Company/Organization Name:	
Customer Name:	
Address:	
Name of Contact and Title:	
Email Address:	
Telephone Number:	
Contract or Service Period (dates of services):	

Vendor's Initials:_____

EXHIBIT B ~ Continued

B.2 EXPERTISE:

PERSONNEL QUALIFICATIONS

Bidders should provide the information below.

Indicate person who will be supervising project(s) and years of experience in similar work.

Name: _____ # of Years: _____

Type of Experience: _____

Complete the following for employees that would be working on this project. List any previous work directly relating to the bid specifications that have been performed for other public entities, local governments or private companies in the last five years. Attach a separate sheet of paper if needed.		
EMPLOYEE NAMES	**QUALIFICATIONS**	**EXPERIENCE/TRAINING / CERTIFICATIONS**

EXHIBIT C
Miscellaneous Information

D.1 LOCAL GOVERNMENT USE (COOPERATIVE PROCUREMENT):

1) This section is optional, it will not affect bid award. If the County awarded you the proposed contract, would you sell under the prices and terms of this Contract to any Municipal, County Public Utility, Hospital, Educational Institution, or any other non-profit organization having membership in the Mid-America Council of Public Purchasing (MACPP) or Mid-America Regional Council (MARC) and located within the Greater Kansas City Metropolitan Trade Area? (All deliveries shall be F.O.B. Destination and there shall be no obligations on the part of any member of said Council to utilize this Contract).

YES_____ NO_____

INITIALS: _____

2) Sales will be made in accordance with the prices, terms, and conditions of the Invitation For Bid and any subsequent term contract.

3) There shall, however, be no obligation under the cooperative procurement agreement for any organization represented by MACPP or MARC to utilize the bid or contract unless they are specifically named in the Invitation For Bid as a joint participating entity.

4) All sales to other jurisdictions shall be made on purchase orders issued by that jurisdiction. All receiving, inspection, payments and other contract administration shall be the responsibility of the ordering jurisdiction.

5) The Purchasing Agent shall be responsible to handle the solicitation and award the contract. The Purchasing Agent shall have the sole authority to modify the contract and handle disputes regarding the substance of the contract. The Purchasing Agent shall be the Buyer of Record, Clay County, Missouri.

6) Each jurisdiction that is a party to the joint bid has authority to act as Administrative Contracting Officer with responsibility to issue purchase orders, inspect and receive goods, make payments and handle disputes involving shipment to the jurisdiction.

D.2 WEBSITE INFORMATION:

1) Does your company have a website? YES_____ NO _____

2) If yes please provide the website address:

www._____

3) Can product(s) be ordered from that website? YES_____ NO _____

4) Can we receive the pricing you have quoted us, when ordering from the website?

YES_____ NO _____

Vendor's Initials:_____

EXHIBIT C, continued

D.3 EMPLOYEE BIDDING/CONFLICT OF INTEREST:

Bidders who are elected or appointed officials or employees of Clay County or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the bidder or any owner of the bidder's organization is currently an elected or appointed official or an employee of Clay County or any political subdivision thereof, please provide the following information.

Name and title of elected or appointed official or employee of Clay County or any political subdivision thereof: _____

If employee of Clay County or political subdivision thereof, provide name of Clay County entity or political subdivision where employed: _____

Percentage of ownership interest in bidder's organization held by elected or appointed official or employee of Clay County or political subdivision thereof: _____%

ATTACHMENT 1
SAMPLE AGREEMENT

The County has included with this IFB a sample agreement for the services requested. This sample is provided for illustrative purposes only. The County shall have the right to submit an agreement which differs from the following example.

RESOLUTION/AGREEMENT #2015-**XXX**
IFB No. 39-15

This AGREEMENT, made and entered into this **DATE** day of **MONTH** 2015, by and between Clay County, Missouri, hereinafter referred to as "County," and XYZ Company, a corporation in the State of **STATE**, hereafter referred to as "Vendor." Witnesseth, that:

WHEREAS, Vendor has offered to provide the services described in APPENDIX B, in consideration of the payment terms/fee schedule(s) described in APPENDIX A, subject to the General Conditions described in APPENDIX C; and

WHEREAS, The County desires to engage Vendor to provide such services.

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, IT IS HEREBY AGREED by the parties hereto as follows:

1. The County employs vendor to provide the services hereinafter set forth.
2. PRODUCTS AND/OR SERVICES: The contractor represents that it is equipped, competent, and able to provide, and that it will provide all products and/or services hereinafter set forth in a diligent, competent, and workmanlike manner. Contractor will provide all such products and/or services in accordance with the following provisions, incorporated into this Agreement as if set forth in full herein: County's Invitation For Bid No. 39-15(hereinafter "IFB"); the Contractor's Response to the IFB, ("Bid"), which includes ***(specify any clarification documentation such as emails, letters, BAFO responses, etc that is incorporated as part of the vendor's bid response)***; Payment Terms/Fee Schedule(s), attached hereto as APPENDIX A; Scope of Work ("Scope"), attached hereto as APPENDIX B; and Contract Terms and Conditions, attached hereto as APPENDIX C. In the event of any conflict between provisions in the appendices attached herein, the provisions set forth in APPENDIX C shall control.
3. PAYMENT AND ADDITIONAL SERVICES: If additional services are requested by the County, the contractor shall prepare and submit to the County an estimate of the total cost associated with such additional services. The County will review and approve in writing such cost estimate for additional services, and the total compensation and reimbursement to be paid by the County to the contractor for such approved additional services shall not exceed the approved amount. The contractor's fees for additional services shall be billed on an hourly basis at contractor's current standard rates as specified in Exhibit A of the contract agreement.
4. TERM: The Contract Agreement's initial contract period shall be from **MONTH,DAY,YEAR** to **MONTH,DAY,YEAR**. Pricing shall remain the same firm, fixed amounts as specified in APPENDIX A for the duration of the contract, unless otherwise stated within the contract agreement Clay County shall have the right, at its sole option, to renew the contract for four (4) additional one-year periods, or any portion thereof. In the event Clay County exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period. Any increase in cost at the beginning of each renewal period shall be limited to a 3% increase or the current Federal Consumer Price Index (CPI) "CPI-U, All Items" rate, whichever is lower, of the firm, fixed pricing stated within the IFB.
5. This agreement shall be binding on the parties thereto only after it has been duly executed and approved by the County Commission. The vendor has previously indicated their approval and agreement to enter into a binding contract agreement by virtue of their signature on the IFB cover page thereby declaring their understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained therein and the and the Contract Terms and Conditions.

WITNESS WHEREOF, the Clay County represent that the signatories below have full authority and authorization to sign on behalf of the Clay County and hereby accept the bid response from (insert awarded vendor's name) of (insert Vendor's city, state).

Approved:

COUNTY OF CLAY, MISSOURI
COUNTY COMMISSION

County Counselor

Presiding Commissioner

ATTEST:

Clerk of the County Commission

Vendor's Initials:_____

ATTACHMENT 2
SEALED BID LABEL

PLEASE ATTACH LABEL TO OUTSIDE OF BID PACKAGE

SEALED BID RESPONSE ENCLOSED
DELIVER TO:

Department of Purchasing & Contract Services
1 Courthouse Square, 3rd Floor,
Commission Front Desk Reception Area
Liberty, MO 64068

BID # **39-15** DATE: **July 2, 2015**

BIDS MUST BE RECEIVED **BEFORE 3:00 P.M**. CENTRAL TIME

DESCRIPTION: **Pump Maintenance**

SPECIFY VENDOR NAME:_____

SPECIFY VENDOR'S CITY, STATE LOCATION:_____

Vendor's Initials:_____